

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: BKY 19-40658
Chapter 7
Scheherazade, Inc.

Debtor.

**NOTICE OF HEARING AND MOTION OBJECTING TO CLAIM OF
LISA ESTLOW**

TO: The claimant and other entities specified in Local Rules 9013-3(a) and 3007-1:

1. Nauni Manty, the chapter 7 trustee of the bankruptcy estate of the debtor, moves the court for the relief requested below and gives notice of hearing.

2. The court will hold a hearing on this motion on **Wednesday, May 6, 2020, at 9:30 a.m.**, before the Honorable Kathleen H. Sanberg, in Courtroom No. 8 West, at the United States Courthouse, at 300 South Fourth Street, in Minneapolis, Minnesota 55415.

3. Any response to this motion must be filed and served not later than **Friday, May 1, 2020**, which is five days before the time set for the hearing (including Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. The petition commencing this chapter 7 case was filed on March 10, 2019. This proceeding is a core proceeding. This case is now pending before this court.

5. This motion arises under 11 U.S.C. §§ 502, Fed. R. Bankr. P. 3007, 9013 and 9014 and Local Rules 3007-1, 9006-1, 9013-1 and 9013-3.

6. Lisa Estlow filed an unsecured claim of \$9,400. *See* Claim No. 62. A copy of the claim is attached as Exhibit A. The claim relates to five pieces of jewelry being sold on consignment by the debtor, pursuant to Consignment Merchandise agreements between the debtor and Ms. Estlow.

7. The following three items were returned to Ms. Estlow after her claim was filed:

- a. Marq Clear Stone Necklace - \$2,100 of the claim relates to this item
- b. Opal Ring - \$660 of the claim relates to this item
- c. Vintage Ring with Euro Cut Diamond - \$2,220 of the claim relates to this

Attached as Exhibit B are receipts for the returns to Ms. Estlow.

8. The remaining two items include a circle necklace and vintage style necklace. Prepetition, the debtor sold the circle necklace for \$500, of which \$300 is due to Ms. Estlow. The vintage necklace sold for \$600, of which \$360 is due to Ms. Estlow. The trustee requests that Ms. Estlow's claim be reduced to \$660 the combined value due to Ms. Estlow for these two items.

WHEREFORE, the trustee requests that the objection to the claim of Lisa Estlow be sustained and the claim be reduced to \$660.

MANTY & ASSOCIATES, P.A.

Dated: April 2, 2020

/e/ Mary F. Sieling

Nauni Manty (#230352)
Mary F. Sieling (#389893)
401 Second Avenue North, Suite 400
Minneapolis, MN 55401
Phone: (612) 465-0990
Email: mary@mantylaw.com

Attorneys for the Chapter 7 Trustee

Fill in this information to identify the case:

Debtor 1	Scheherazade, Inc.
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court	District of Minnesota
Case number:	19-40658

FILED
 U.S. Bankruptcy Court
 District of Minnesota
 4/14/2019
 Lori Vosejpka, Clerk

**Official Form 410
 Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Lisa A. Estlow Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Lisa Estlow	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Lisa A. Estlow Name 100 Shasta Cir W Chanhassen, MN 55317 Contact phone 6512026012 Contact email lisa.a.estlow@mchsi.com Uniform claim identifier for electronic payments in chapter 13 (if you use one):	Where should payments to the creditor be sent? (if different) Name Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2: Give Information About the Claim as Documented in the Case Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____										
7. How much is the claim?	\$ 9400.00 <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Items consigned for sale										
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ _____</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;">_____ %</td> </tr> </table> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ _____	Annual Interest Rate (when case was filed)	_____ %
Value of property:	\$ _____										
Amount of the claim that is secured:	\$ _____										
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)										
Amount necessary to cure any default as of the date of the petition:	\$ _____										
Annual Interest Rate (when case was filed)	_____ %										
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____										
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____										

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 4/14/2019
MM / DD / YYYY

/s/ Lisa Estlow _____

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Lisa Estlow</u>		
	First name	Middle name	Last name
Title	<u>Creditor</u>		
Company	<u>N/A</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer <u>100 Shasta Cir W</u> Number Street <u>Chanhassen, MN 55317</u> City State ZIP Code		
Contact phone	<u>6512026012</u>	Email	<u>lisa.a.estlow@mchsi.com</u>

Scheherazade Consignment Merchandise Form

11.2.18

Consignor Information:

Name: Lisa Estlow Phone(s): 651-202-6012
Address: 100 Shasta Circle W Chanhassen 55317
Email: _____ Other Contact Information: _____
Description of Consigned Item per Consignor (One item per Form) General: Opal Ring 18k yellow gold
Stones: Opal Extra Items: _____
Carl: _____
Ann: _____
Metal: 18k Jewelry History: _____

Authorized Repairs (paid for by Consignor): _____ Cert: _____

Value of Consigned Item per Consignor (what is item insured for?): _____

Consignment Program Terms:

1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months. Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.

3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 1100

Customer: \$ 660 Scheherazade: \$ 440

Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:

1 Month: 10% 6 Months: 20% 12 Months: _____

4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.
5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance for the item with:
State Farm (Name of Ins. Co.; a Certificate of Insurance is appreciated).

Agreed & signed, this 24 day of Nov, 20 18 at Edina, MN 55435.

By: [Signature]
Scheherazade Authorized Signature

Consignor Signature: [Signature]
I certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.

Date Sold: ___/___/___ Receipt # _____ CAMS # _____ Price Sold For \$ _____

Returned to Consignor Date: ___/___/___ Consignor Signature for Return: _____

Scheherazade Consignment Merchandise Form

11.2.18

Consignor Information:

Name: Lisa Estlow Phone(s): 651-202-6012

Address: 100 Shasta Circle W. Chanhassen 55317

Email: _____ Other Contact Information: _____

Description of Consigned Item per Consignor (One item per Form) General: marq. clear stone

Stones: Marq. Diamond 1.10 ct Extra Items: necklace

Carl: I 2 L-M

Ann: _____

Metal: 18K Jewelry History: _____

Authorized Repairs (paid for by Consignor): _____ Cert: _____

Value of Consigned Item per Consignor (what is item insured for?): _____

Consignment Program Terms:

1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months. Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.

3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 3500

Customer: \$ 2100 Scheherazade: \$ 1400

Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:

1 Month: 10% 6 Months: 20% 12 Months: _____

4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.
5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance for the item with:
State Farm (Name of Ins. Co.; a Certificate of Insurance is appreciated).

Agreed & signed, this 24 day of Nov, 20 18 at Edina, MN 55435.

By: [Signature] Lisa Estlow

Scheherazade Authorized Signature

Consignor Signature: I certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.

Date Sold: ___/___/___ Receipt # _____ CAMS # _____ Price Sold For \$ _____

Returned to Consignor Date: ___/___/___ Consignor Signature for Return: _____

Scheherazade Consignment Merchandise Form

11.2.18

651-202-6002

Consignor Information:

Name: Lisa Estlow Phone(s): 814.248.8714
 Address: 100 Shasta Circle West Chanhassen 55317
 Email: _____ Other Contact Information: _____
 Description of Consigned Item per Consignor (One item per Form) General: Vintage Ring
 Stones: Euro Cut Diamond, 70 Extra Items: _____
 Carl: V5 E-F
 Ann: _____
 Metal: Plat Jewelry History: _____

Authorized Repairs (paid for by Consignor): _____ Cert: _____

Value of Consigned Item per Consignor (what is item insured for?): _____

Consignment Program Terms:

1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months. Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.

2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.

3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 3700

Customer: \$ 2220 Scheherazade: \$ 1480

Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:

1 Month: 10% 6 Months: 20% 12 Months: _____

4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.

5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance for the item with:

State Farm (Name of Ins. Co.; a Certificate of Insurance is appreciated).

Agreed & signed, this 24 day of Nov, 20 18 at Edina, MN 55435.

By: [Signature]
 Scheherazade Authorized Signature

Consignor Signature: [Signature]
 I certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.

Date Sold: ___/___/___ Receipt # _____ CAMS # _____ Price Sold For \$ _____

Returned to Consignor Date: ___/___/___ Consignor Signature for Return: _____

Scheherazade Consignment Merchandise Form

11.2.18

Consignor Information:

Name: Lisa Estlow Phone(s): 651-202-6012
Address: 100 Shasta Circle W Chanhassen 55317
Email: _____ Other Contact Information: _____
Description of Consigned Item per Consignor (One item per Form) General: Circle Necklace
Stones: 18ct twt dia heavily incl. Extra Items: _____
Carl: illusion setting
Ann: _____
Metal: 14kt Jewelry History: _____

Authorized Repairs (paid for by Consignor): _____ Cert: _____

Value of Consigned Item per Consignor (what is item insured for?): _____

Consignment Program Terms:

1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months. Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.

3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 500

Customer: \$ 300 Scheherazade: \$ 200

Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:

1 Month: 10% off 6 Months: 20% off 12 Months: _____

4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.
5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance for the item with:
State Farm (Name of Ins. Co.; a Certificate of Insurance is appreciated).

Agreed & signed, this 24 day of Nov, 20 18 at Edina, MN 55435.

By: [Signature]
Scheherazade Authorized Signature

Consignor Signature: [Signature]
I certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.

Date Sold: ___/___/___ Receipt # _____ CAMS # _____ Price Sold For \$ _____

Returned to Consignor Date: ___/___/___ Consignor Signature for Return: _____

Consignment Merchandise Intake Form

Consignor Information:

Name: Lisa Estlow Phone(s): 651-202-6012
 Address: 100 Shasta Cir W. Chanhassen, MN 55317
 Email: _____

Description of Consigned Item per Consignor (One item per Form): "Vintage Style" necklace
14k w/ D&S

Value of Consigned Item per Consignor (what is item insured for?): N/A

Consignment Program Terms:

Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months.

You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: SCHEHERAZADE PROVIDES A 90-DAY CUSTOMER SATISFACTION GUARANTEE PROGRAM ON CONSIGNMENT MERCHANDISE. YOUR SHARE OF THE SELLING PRICE WILL BE PAID APPROXIMATELY NINETY-ONE (91) DAYS AFTER THE DAY OF THE SALE.

For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 600

Customer: \$ 360 Scheherazade: \$ 240

If Scheherazade receives an offer for your item which is below the above Tag price, the lowest selling price you authorize Scheherazade to accept is \$ Call

Customer: \$ _____ Scheherazade: \$ _____

You agree the Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, etc.

You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance with _____

(Name of Ins. Company; a Certificate of Insurance is appreciated).

I agree & signed, this 26th day of Nov, 2014 at Edina, MN 55435.

SCHEHERAZADE JEWELERS [Signature] Lisa Estlow
 Scheherazade Authorized Signature Consignor Signature

Item Sold: ___/___/___ Receipt # _____ CAMS # 121726 Price Sold For \$ _____

Returned to Consignor Date: ___/___/___ Consignor Signature for Return: _____

Scheherazade 11/2/14

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Scheherazade, Inc.,

Debtor.

Chapter 7
BKY 19-40658

RECEIPT

Received from the Trustee of Scheherazade, Inc, the following:

Necklaces Dia - Opal Ring - Dia Ring

Dated: 4/26/19

Lisa A. Estlow
Name: Print LISA A. ESTLOW
Address: 100 SHASTA CIR W
CHANHASSEEN, MN 55317
Telephone: 651-202-6012

Scheherazade Consignment Merchandise Form

11.2.18

Consignor Information:

Name: Lisa Estlow Phone(s): 651-202-6012

Address: 100 Shasta Circle W. Chanhassen 55317

Email: _____ Other Contact Information: _____

Description of Consigned Item per Consignor (One item per Form) General: marq. clear stone

Stones: Marq. Diamond 1.10 ct Extra Items: necklace

Carl: I 2 L-M

Ann: _____

Metal: 18K Jewelry History: _____

Authorized Repairs (paid for by Consignor): _____ Cert: _____

Value of Consigned Item per Consignor (what is item insured for?): _____

Consignment Program Terms:

1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months. Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.

2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.

3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 3500

Customer: \$ 2100 Scheherazade: \$ 1400

Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:

1 Month: 10% 6 Months: 20% 12 Months: _____

4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.

5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance for the item with:

State Farm (Name of Ins. Co.; a Certificate of Insurance is appreciated).

Agreed & signed, this 24 day of Nov, 20 18 at Edina, MN 55435.

By: [Signature]
Scheherazade Authorized Signature

By: Lisa Estlow
Consignor Signature: I certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.

Date Sold: ____/____/____ Receipt # _____

802-07404
\$3,500.00

ESTLOW 18K MA
18KW 1.10CT
MARQ DIAMOND
WITH DOUBLE D

Price Sold For \$ _____

Returned to Consignor Date: ____/____/____

Consignor S.

802-07404
\$3,500.00

Return: _____

Scheherazade Consignment Merchandise Form

11.2.18

Consignor Information:

Name: Lisa Estlow Phone(s): 651-202-6012
Address: 100 Shasta Circle W Chanhassen 55317
Email: _____ Other Contact Information: _____
Description of Consigned Item per Consignor (One item per Form) General: Opal Ring 18k yellow gold
Stones: Opal Extra Items: _____
Carl: _____
Ann: _____
Metal: 18k Jewelry History: _____

Authorized Repairs (paid for by Consignor): _____ Cert: _____

Value of Consigned Item per Consignor (what is item insured for?): _____

Consignment Program Terms:

1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months. Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.

3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 1100
Customer: \$ 660 Scheherazade: \$ 440

Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:

1 Month: 10% 6 Months: 20% 12 Months: _____

4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.
5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance for the item with:
State Farm (Name of Ins. Co.; a Certificate of Insurance is appreciated).

Agreed & signed, this 24 day of Nov, 20 18 at Edina, MN 55435.

By: [Signature]
Scheherazade Authorized Signature

[Signature]
Consignor Signature: I certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.



Date Sold: ___/___/___ Receipt # _____



ESTLOW 18KY O
18KY OPAL RING

Price Sold For \$ _____

Returned to Consignor Date: ___/___/___ Consignor Signature for Return: _____

Scheherazade Consignment Merchandise Form

11.2.18

651-202-6002

Consignor Information:

Name: Lisa Estlow

Phone(s): 814-248-8714

Address: 100 Shasta Circle West Chanhassen

55317

Email: _____

Other Contact Information: _____

Description of Consigned Item per Consignor (One item per Form) General: Vintage Ring

Stones: Euro Cut Diamond, 70

Extra Items: _____

Carl: V5 E-F

Ann: _____

Metal: Plat Jewelry History: _____

Authorized Repairs (paid for by Consignor): _____

Cert: _____

Value of Consigned Item per Consignor (what is item insured for?): _____

Consignment Program Terms:

1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months. Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.

NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.

3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 3700

Customer: \$ 2220

Scheherazade: \$ 1480

Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:

1 Month: 10% 6 Months: 20% 12 Months: _____

4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.
5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently own, & during the term of the consignment you will maintain primary insurance for the item with: State Farm (Name of Ins. Co.; a Certificate of Insurance is appreciated).

Agreed & signed, this 24 day of Nov, 20 18 at Edina, MN 55435.

By: [Signature]
Scheherazade Authorized Signature

Consignor Signature: Lisa Estlow
I certify under penalty of perjury that the information above is true & complete, and I have authority of the owner, to sell the property.

802-07406
\$3,700.00

I acknowledge the owner, or the property.

Date Sold: ___/___/___ Receipt # _____

802-07406
\$3,700.00

ESTLOW PLT VIN
PLT EURO CUT
DIAMOND 0.70CT
E-FVS VINTAGE R

Price Sold For \$ _____

Returned to Consignor Date: ___/___/___

Consignor Signature for Return: _____

VERIFICATION

I, Nauni Manty, the trustee and movant named in the foregoing notice of hearing and motion, declare under penalty of perjury that the facts contained in the foregoing motion are true and correct to the best of my knowledge, information and belief.

Dated: April 2, 2020



Nauni Manty, Trustee

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: BKY 19-40658
Chapter 7
Scheherazade, Inc,
Debtor.

UNSWORN CERTIFICATE OF SERVICE

I declare under penalty of perjury that on April 2, 2020, I caused copies of the following documents to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to the ECF participants:

**Notice of Hearing and Motion Objecting to Claim of Lisa Estlow, Verification,
Proposed Order and this Unsworn Certificate of Service,**

I further declare that I caused copies of the foregoing documents to be mailed by first class mail, postage prepaid, to the following non-ECF participants:

Lisa Estlow
100 Shasta Cir W
Chanhassen, MN 55317

Scheherazade, Inc.
3181 W 69th St
Edina, MN 55435

Robert K Dakis.
Morrison Cohen, LLP
909 Third Ave
New York, NY 10022

David J Kozlowski
Morrison Cohen, LLP
909 Third Ave
New York, NY 10022

Joseph T Moldovan
Morrison Cohen, LLP
909 Third Ave
New York, NY 10022

Wells Fargo Vendor Financial Serv, LLC fka
GE Capital Information Tech Solutions
c/o a Ricoh USA Program fdba Ikon Financ
PO Box 13708
Macon, GA 31208-3708

Dated: April 2, 2020

/e/ Kevin Carnahan
Kevin Carnahan, Legal Assistant
Manty & Associates, P.A.
401 Second Avenue North, Suite 400
Minneapolis, Minnesota 55401

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: BKY 19-40658
Chapter 7
Scheherazade, Inc,
Debtor.

ORDER

This matter came on before this court on the motion of the chapter 7 trustee objecting to the claim of Lisa Estlow, Claim No. 62. Based upon all of the files, records and proceedings herein,

IT IS ORDERED: that the trustee's objection to the claim of Lisa Estlow is sustained and the claim is reduced to \$660.

Dated:

Kathleen H. Sanberg
United States Bankruptcy Judge